

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN

VOLKSWAGEN GROUP OF  
AMERICA, INC., a New Jersey  
corporation,

Plaintiff,

vs.

PEWTER GRAPHICS, LTD., a  
Canadian corporation, and YVES  
DUQUESNE, an Individual,

Defendants.

Civil No. 2:22-cv-11469

Honorable Nancy G. Edmunds

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*Attorneys for Defendants*

**STIPULATED PERMANENT INJUNCTION AND ORDER OF  
DISMISSAL WITH PREJUDICE**

Plaintiff Volkswagen Group of America, Inc. (hereinafter “Plaintiff”), on  
the one hand, and defendants Pewter Graphics, Ltd. and Yves Duquesne  
(collectively “Defendants”), on the other hand, by and through their attorneys,  
hereby agree and stipulate to the following Permanent Injunction and Order of

Dismissal With Prejudice regarding Defendants' use of the trademarks of Volkswagen AG and Audi AG (hereinafter collectively the "VW and Audi Marks")

**PERMANENT INJUNCTION**

1. Defendants and their owners, shareholders, officers, directors, employees, agents, successors, and all persons acting in concert or in participation with any of them are hereby permanently enjoined from:

(a) imitating, copying, or making any unauthorized use of any of the VW and/or Audi Marks, counterfeits thereof, or any confusingly similar variations thereof on any products, goods, signage, advertisements, business premises, uniforms, services, videos, promotional literature, promotional telecasts, broadcasts, packaging, or within any Internet domain names, or on any websites;

(b) importing, manufacturing, producing, distributing, circulating, selling, offering for sale, advertising, promoting or displaying any product or good, including but not limited to, importing, manufacturing, advertising or selling non-genuine parts and accessories bearing or incorporating the VW and/or Audi Marks;

(c) using any simulation, reproduction, counterfeit, copy or

confusingly similar variation of the VW and/or Audi Marks or trade dress in connection with the promotion, advertisement, display, sale, offering for sale, manufacture, production, circulation or distribution of any service or product including but not limited to advertising non-genuine goods or services using the VW and/or Audi Marks in a confusing manner;

(d) using any false designation of origin or false description, including without limitation, any letters or symbols constituting the VW and/or Audi Marks or trade dress, or performing any act, which can, or is likely to lead members of the trade or public to believe that Defendants and/or any service or product manufactured, distributed or sold by Defendants is in any manner associated or connected with VW and/or Audi, or is sold, manufactured, licensed, sponsored, approved or authorized by Plaintiff by using advertising language that is likely to confuse consumers regarding the source of those aftermarket goods; and

(e) instructing, assisting, aiding or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparagraphs (a) through (d) above.

2. Defendants are further ordered to deliver to Plaintiff and its counsel for destruction all products, labels, tags, signs, prints, packages, videos, and

advertisements, if any, in their possession or under their control, bearing or using any or all of the VW and/or Audi Marks or any confusingly similar variation thereof, and all plates, molds, matrices and other means of making the same, pursuant to 15 U.S.C. § 1118.

**PARTIES' SETTLEMENT AGREEMENT**

Plaintiff and Defendants have entered into a Settlement Agreement for the resolution of the claims asserted in this matter. The Court retains jurisdiction to enforce the terms of said Settlement Agreement.

**DISMISSAL OF  
CLAIMS**

Based upon the parties' Stipulation and Settlement, all claims asserted by Plaintiff against Defendants are hereby DISMISSED with prejudice. However, the Court retains and shall have continuing jurisdiction to enforce the terms of this Permanent Injunction as well as the Settlement Agreement described above.

DATED this 27<sup>th</sup> day of July 2022.

COUNSEL FOR PLAINTIFF  
GREGORY D. PHILLIPS  
PHILLIPS WINCHESTER

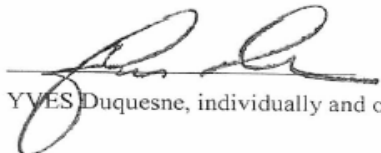
/s/ Gregory D. Phillips

COUNSEL FOR DEFENDANTS

MARK HENDRICKSEN

WELLS ST. JOHN P.S.

/s/ Mark Hendricksen

A handwritten signature in black ink, appearing to read 'Yves Duquesne', written over a horizontal line.

YVES Duquesne, individually and on behalf Pewter Graphics, Ltd.

**SO ORDERED AND ADJUDGED.**

s/ Nancy G. Edmunds

NANCY G. EDMUNDS

UNITED STATES DISTRICT JUDGE

Dated: July 27, 2022